

# **EXHIBIT 53**

**to the Declaration of  
Dean M. Harvey in Support of  
Plaintiffs' Opposition Briefs**

**REDACTED VERSION**



**NDA COVER SHEET  
Scanning Project**

Contract Group

Non-Disclosure

Name of Other Party:

Apple computer

Effective Date:

6-27-02

Termination Date:

Contract Term:

\* For example, 1 year, auto renew, etc.

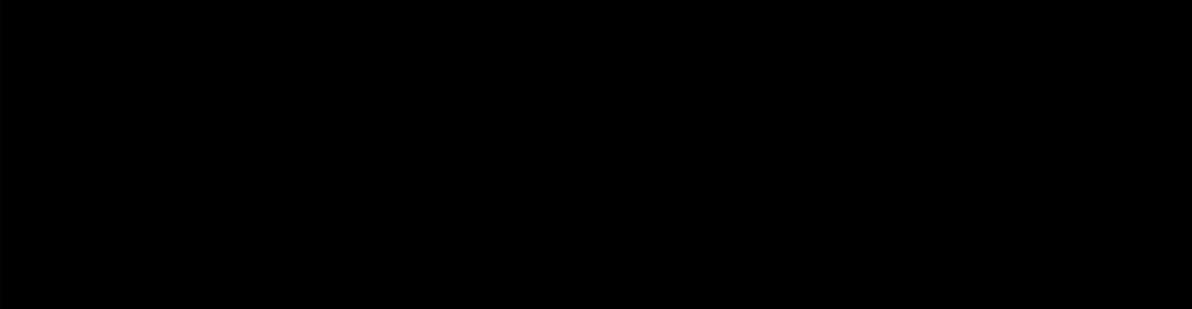
**ADOBE SYSTEMS INCORPORATED  
MASTER AGREEMENT  
FOR  
MUTUAL DISCLOSURE OF INFORMATION**

Effective Date: 6, 27, 2002  
(Month Day Year)

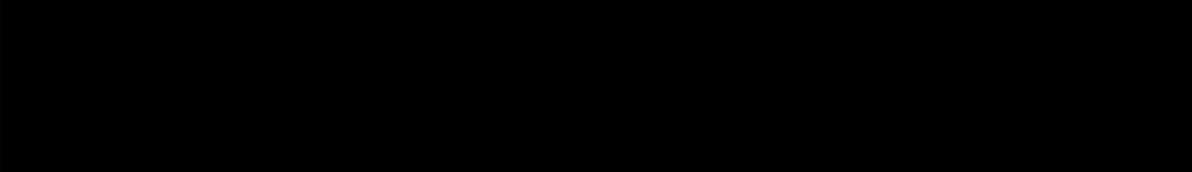
This Agreement governs the disclosure of information between Apple Computer

(COMPANY OR INDIVIDUAL NAME, AS APPLICABLE)  
having an address of 1 Infinite Loop, Cupertino, CA  
\_\_\_\_\_, and Adobe Systems Incorporated, having its  
principal place of business in the United States at 345 Park Avenue, San Jose, CA 95110-2704, and Adobe's direct  
and indirect subsidiaries and affiliates that collectively are Adobe (herein after "Adobe"). If a company name is  
entered above, the person signing this Agreement acknowledges that he or she is binding the entire company and  
represents that he or she has the authority to do so. A party disclosing Confidential Information (as defined below)  
pursuant to this Agreement is referred to herein as a "Disclosing Party" and a party receiving Confidential  
Information pursuant to this Agreement is referred to herein as a "Recipient."

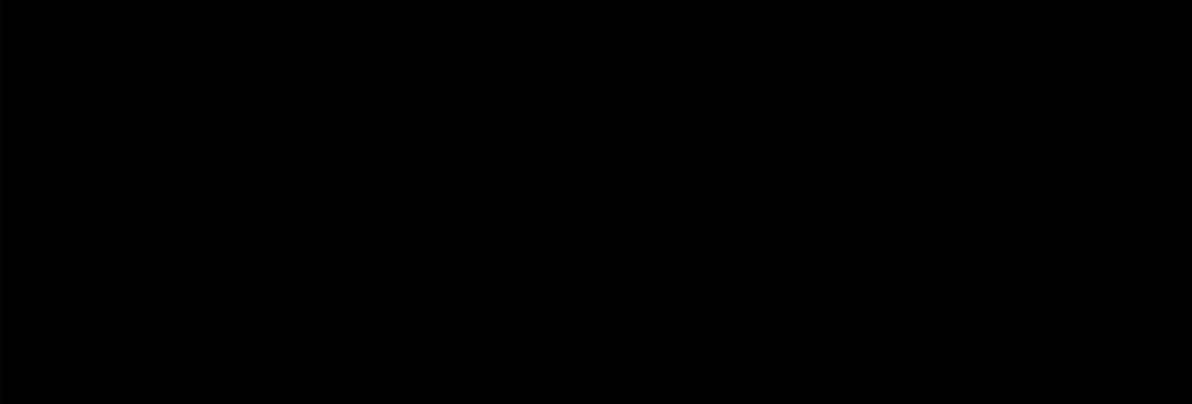
1.



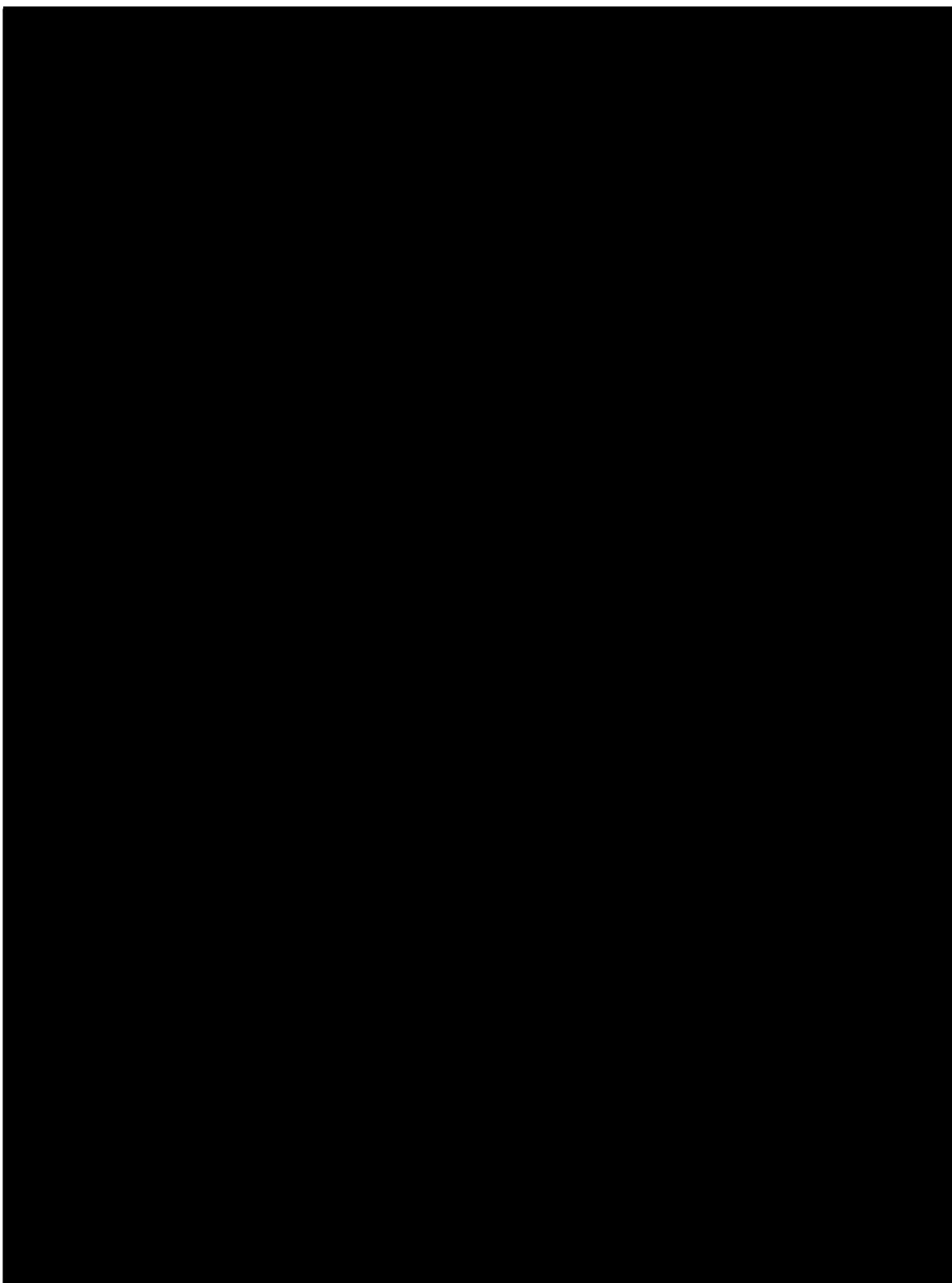
2.



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18. This Agreement may be signed in counterparts. The parties also agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.
19. The English language version of this Agreement shall be the version used in the event any dispute arises hereunder. All translations of this Agreement are for convenience only and shall not be used by the parties or any court when interpreting or construing this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first written above.

ADobe SYSTEMS INCORPORATED

Signature: \_\_\_\_\_  
(Must be signed by a VP or higher)

Print Name: Gerrard Rutter

Title: VP, Info. Services

Date: 6/27/2002

Apple Computer  
(Enter COMPANY NAME if applicable)

Signature: Joseph P. Keenan Jr.

Print Name: Joseph P. Keenan Jr.

Title: Technical Support Manager

Date: 6/27/02

**ADobe SYSTEMS INCORPORATED**

The attached:

**MASTER AGREEMENT  
FOR  
MUTUAL DISCLOSURE OF INFORMATION**

covers disclosure, receipt and treatment of confidential information  
between Adobe and any other party.

**SIGNATURE PROCESS**

**RECIPIENT:** Please print two (2) copies of this Agreement and sign both. Once you have signed the Agreement, please **RETURN BOTH SIGNED ORIGINALS TO YOUR CONTACT AT ADOBE** for Adobe's signature (do not return directly to the Adobe San Jose Legal Department). Thank you

**ADOBE EMPLOYEE: THIS AGREEMENT MAY ONLY BE SIGNED BY AN APPROPRIATE ADOBE SIGNATORY PER THE ADOBE CONTRACT SIGNATURE POLICY (AN ADOBE VP OR HIGHER).** To obtain this signature, you should provide the authorized signatory with the name of the company with whom you plan to exchange information, the description of the information being exchanged and the reason for the exchange. Return one fully signed original to: the San Jose Legal department, W16, ATTN: Legal Dept. - NDA Administrator. Return the other signed original to the company or individual listed in the Agreement.

## Appendix to Master Agreement for Mutual Disclosure of Information

dated, April 30, 1990

Date: July 1, 1996

Description of Confidential Information:



Adobe Systems Incorporated

By:

A handwritten signature in black ink, appearing to read "John A. Shuey".

Apple Computer, Inc.

By:

A handwritten signature in black ink, appearing to read "Gary Edwards".

Print Name:

Print Name: Gary Edwards

Director, Imaging Ops.

Exhibit A

to Master Agreement for Mutual Disclosure of Information

Form of Appendix

Disclosure of Confidential Information

Date: 12-APR-95

Description of Confidential Information:

Adobe Systems Incorporated

By John Peterson

Print Name: John Peterson

Apple Computer, Inc.

By Michelle Wyner

Print Name: Michelle Wyner

Exhibit A

to Master Agreement for Mutual Disclosure of Information

Form of Appendix

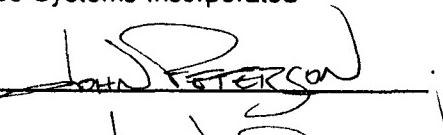
Disclosure of Confidential Information

Date: 12 - APR - 96

Description of Confidential Information:

Adobe Systems Incorporated

By:

  
John N. Peterson

Print Name:

Apple Computer, Inc.

By:

  
Carl de Cordova

Print Name:

EXHIBIT A

to

Prototype License and Confidentiality Agreement  
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: KEN BERESKIN

Title: Manager, Mac OS & Evangelism

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 9/25/96

Disclosing Party ("Licensor"): Adobe Systems, Inc.

Project Code Name: [REDACTED]

General Description:

Address of Prototype Site:

3 Infinite Loop  
Cupertino, 95014

APPLE COMPUTER, INC.

Ken Bereskin  
Authorized Signature

KEN BERESKIN

Printed Name

MANAGER MAC OS & EVANGELISM  
Title

Date: SEPT. 26, 1996

ADOBE SYSTEMS INCORPORATED

Susan Gile  
Authorized Signature

Susan Gile

Printed Name

Project Mgr  
Title

Date: 9/30/96

## Adobe Photoshop™ Beta Program Information

<b>Business</b>	<b>Apple</b>
<b>fname</b>	<b>Ken</b>
<b>Iname</b>	<b>Bereskin</b>
<b>address</b>	<b>3 Infinite Loop</b>
<b>city</b>	<b>Cupertino,</b>
<b>state</b>	<b>CA</b>
<b>zip</b>	<b>95014</b>
<b>country</b>	
<b>phone1</b>	<b>408/974-0743</b>
<b>fax</b>	<b>408/974-1211</b>
<b>E-Mail</b>	<b>bereskin@apple.com</b>

## WWW Access Information:

To access the Adobe Photoshop Beta Site on the WWW, following is the information you will need:

**URL:**

[REDACTED]

**Username:**

**Password:**

**Confidential:** This information is subject to the Serial Agreement for Unreleased Product (Recurrent Beta Site/Web Use) and the Amendment No. 1 to Serial Agreement for Unreleased Product, (Recurrent Beta Site/Web Use) that has been signed between Adobe Systems and your company.

## Adobe Photoshop™ Beta Program Information

<b>Business</b>	<b>Apple</b>
<b>fname</b>	<b>James</b>
<b>Iname</b>	<b>Dempsey</b>
<b>address</b>	<b>3 Infinite Loop</b>
<b>city</b>	<b>Cupertino,</b>
<b>state</b>	<b>CA</b>
<b>zip</b>	<b>95014</b>
<b>country</b>	
<b>phone1</b>	<b>408/974-7817</b>
<b>fax</b>	
<b>E-Mail</b>	<b>dempseyj@apple.com</b>

## WWW Access Information:

To access the Adobe Photoshop Beta Site on the WWW, following is the information you will need:

**URL:**

[REDACTED]

**Username:**

**Password:**

**Confidential:** This information is subject to the Serial Agreement for Unreleased Product (Recurrent Beta Site/Web Use) and the Amendment No. 1 to Serial Agreement for Unreleased Product, (Recurrent Beta Site/Web Use) that has been signed between Adobe Systems and your company.

**EXHIBIT A**  
to  
Prototype License and Confidentiality Agreement  
Form of Appendix

**PROTOTYPE LICENSEE SITE DESIGNEE**

Printed Name: Nick Schlou

Title: Premiere Engineering Manager

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities.  
Ideally this person would oversee all compliance factors related to this agreement.

Date: December 5, 1997

Disclosing Party ("Licensor"): Apple

Project Code Name ("Prototype"): [REDACTED]

General Description: [REDACTED]

Address of Prototype Site: 345 Park Avenue  
San Jose, CA 95110

Additional Terms and Conditions:

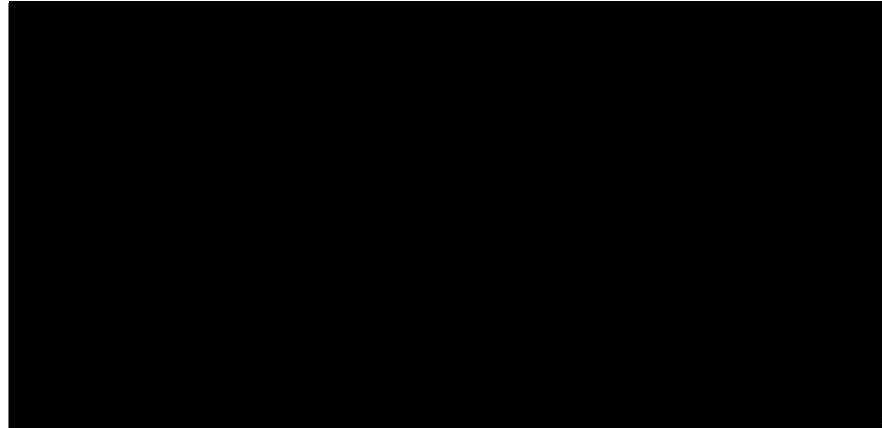
Solely for purposes of the Prototype licensed pursuant to this Exhibit A:

1. Section 2 of the Prototype Agreement is modified as follows:  
[REDACTED]

2. Section 4 of the Prototype Agreement is modified by adding the following language after the first sentence:

Exhibit A

PAGE 1



3. In the event of any inconsistency between these Additional Terms and Conditions and the terms of the Prototype Agreement, these Additional Terms and Conditions shall prevail solely with respect to the Prototype licensed pursuant to this Exhibit A. All other terms of the Prototype Agreement shall apply to the Prototype licensed pursuant to this Exhibit A.

APPLE COMPUTER, INC.

Authorized Signature

Timothy Schaff

Printed Name

SR. DIRECTOR, IMG

Title

Date: Dec. 11, 1997

ADOBE SYSTEMS INCORPORATED

Authorized Signature

Bruce Chizen

Printed Name

Sr. VP & GM Graphics Division

Title

Date: 12/5/97

Exhibit A

PAGE 2

APPENDIX  
to  
Prototype License and Confidentiality Agreement

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Tim Schaaff, Peter Hoddie, Hage van Dijk

Title: Senior Director, Chief Architect, SQA Program Manager  
(QT Engineering)

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 12/15/97

Disclosing Party ("Licensor"): Adobe Systems, Inc.

Project Code Name: [REDACTED]

General Description: [REDACTED]

One Infinite Loop  
Cupertino, CA 95014  
APPLE COMPUTER, INC.

Tim Schaaff / Peter Hoddie / Hage van Dijk  
Authorized Signature

Timothy Schaaff / Peter Hoddie / Hage van Dijk  
Printed Name

Sr. Dir / Chief Architect / SQA Prog. Mgr.  
Title

Date: 12/9/97

ADOBE SYSTEMS INCORPORATED

David Tressot  
Authorized Signature

David Tressot  
Printed Name

Sr. Product mktg. Mgr.  
Title

Date: 12/11/97

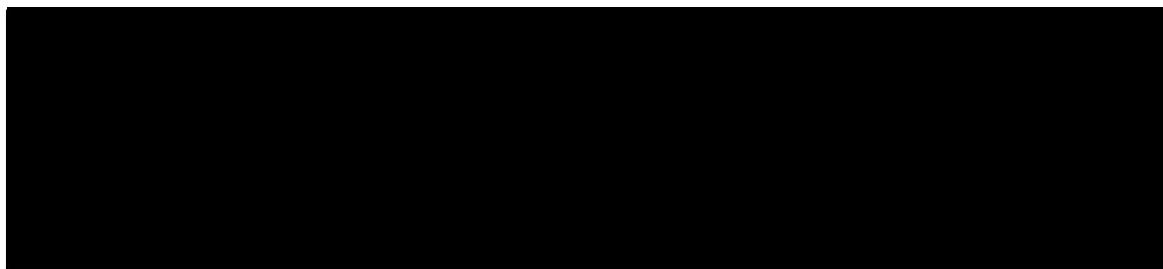
Appendix to Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

Date of Appendix: December 23, 1997

**Date of Disclosure:** December 5<sup>th</sup>, 1997

**Description of Confidential Information:**



**Adobe Systems Incorporated**

By: Kyle Mashima

Print Name: \_\_\_\_\_

Kyle Mashima  
Vice President And General Manager  
Home And Office Products Division  
Adobe Systems, Inc.

**Apple Computer, Inc.**

By: Philip W. Schiller

Print Name: Philip W. Schiller

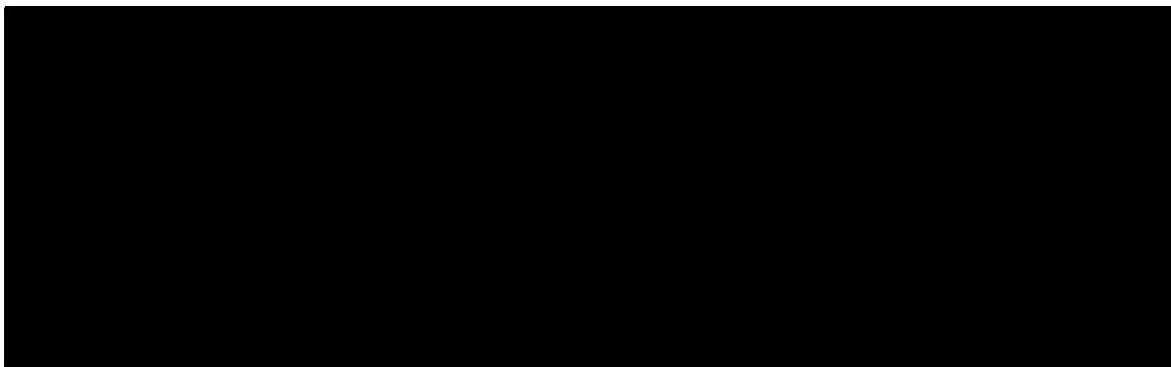
Appendix to Master Agreement for Mutual Disclosure of Information

Disclosure of Confidential Information

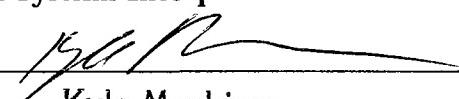
Date of Appendix: January 2<sup>nd</sup>, 1998

**Date of Disclosure:** December 16<sup>th</sup>, 1997

**Description of Confidential Information:**



**Adobe Systems Incorporated**

By: 

Kyle Mashima

Print Name: Vice President And General Manager  
Home And Office Products Division  
Adobe Systems, Inc.

**Apple Computer, Inc.**

By: 

Print Name: Philip W. Schiller

APPENDIX  
to  
Prototype License and Confidentiality Agreement

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: Jim Mensch

Title: Manager Mac OS Engr.

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 4/29/98

Disclosing Party ("Licensor"): Apple

Project Code Name: [REDACTED]

General Description: [REDACTED]

Address of Prototype Site: Westwood 1st floor

APPLE COMPUTER, INC.



Authorized Signature

Jim Mensch

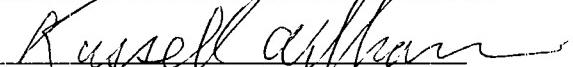
Printed Name

Manager Mac OS Engr.

Title

Date: 4-29-98

ADOBE SYSTEMS INCORPORATED



Authorized Signature

Russell Williams

Printed Name

Sr. Computer Scientist

Title

Date: 4/29/98

EXHIBIT A  
to  
Prototype License and Confidentiality Agreement  
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: RICHARD SCHLEIN  
Title: DIRECTOR, WWR

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 5-9-00

Disclosing Party ("Licensor"): ADOBE SYSTEMS

Project Code Name: [REDACTED]

General Description: [REDACTED]

Address of Prototype Site: 801 N. 34<sup>th</sup> st.  
SEATTLE, WA 98103

APPLE COMPUTER, INC.

richard  
Authorized Signature

RICHARD SCHLEIN  
Printed Name

DIRECTOR, WWR  
Title

Date: 5-9-00

Prototype License  
5/00mtc

ADOBE SYSTEMS INCORPORATED

al Evans  
Authorized Signature

AL Goss  
Printed Name

Sr. Dir. of Eng  
Title

Date: 5/15/00

EXHIBIT A  
to  
Prototype License and Confidentiality Agreement  
Form of Appendix

PROTOTYPE LICENSEE SITE DESIGNEE

Printed Name: RICHARD SCHLEIN  
Title: DIRECTOR, WWDR

This designated person will be responsible for:

- Receiving "Addressee Only" Prototype materials
- Site Inspection contact

Note: Apple recommends one and ONLY one person at any site have these responsibilities. Ideally this person would oversee all compliance factors related to this agreement.

Date: 5-9-00

Disclosing Party ("Licensor"): ADOBE SYSTEMS

Project Code Name: [REDACTED]

General Description: [REDACTED]

Address of Prototype Site: 801 N. 34<sup>th</sup> St.

SEATTLE, WA 98103

APPLE COMPUTER, INC.

[Signature]  
Authorized Signature

RICHARD SCHLEIN  
Printed Name

DIRECTOR, WWDR  
Title

Date: 5-9-00

ADOBE SYSTEMS INCORPORATED

[Signature]  
Authorized Signature

AL GASS  
Printed Name

Sr Dir of Eng  
Title

Date: 5/15/00

Prototype License  
5/00mtc